



Border Force

Home Office Commercial
Corporate Services
8th Floor, Lunar House
Wellesley Road
Croydon, CRO 1XG
T: +44 (0) 7557 034339
www.gov.uk/home-office

Penzance Dry Dock (2009) Ltd
Wharf Road,
Penzance,
TR1 8BW

Your ref: **C22478**

Our ref: **C22478**

12 July 2022

Attn:
By email to:



Dear [REDACTED],

Re: HMC Searcher – Maintenance and Safety Equipment Recertification

- (A) Border Force is a law enforcement command within the Home Office (the Secretary of State for the Home Department (the “Authority”)), securing the UK border by carrying out immigration and customs controls for people and goods entering the UK.
- (B) Penzance Dry Dock (2009) Ltd (the “Supplier”) is a leading provider of building, servicing, repairing, and maintaining marine vessels.
- (C) Following a request for quotation, the Parties have agreed to contract with each other for the maintenance and safety equipment recertification of HMC Searcher in accordance with the terms and conditions set out in Annex 1 to this Agreement.

Agreement

Unless the context otherwise requires, capitalised expressions used in this Agreement have the same meanings as in the terms and conditions of contract set out in Annex 1 to this Agreement (the “**Conditions**”). In the event of any conflict between this Agreement and the Conditions, this Agreement shall prevail. Please do not attach any Supplier terms and conditions to this Agreement as they will not be accepted by the Authority and may delay the conclusion of the Agreement.

For the purposes of the Agreement, the Authority and the Supplier agree as follows:

- 1) The Supplier shall ensure the Services shall be performed by the Supplier at their premises as per the Specification of Requirements contained in Annex 2 between 19 September and 14 October 2022.
- 2) The charges for the Services shall be as set out in Annex 3.
- 3) The address for notices of the Parties are:



Authority

8th Floor
Lunar House
Wellesley Road
Croydon
CRO 1XG

Attention: [REDACTED]

Email: [REDACTED]

Penzance Dry Dock (2009) Ltd

Wharf Road,
Penzance,
TR1 8BW

Attention: [REDACTED]

Email: [REDACTED]

Payment

Invoices will be forwarded on completion of the work package contained in Annex 2, quoting a valid purchase order number (PO Number), to:

HOSupplierInvoices@homeoffice.gov.uk

If you are unable to submit invoices via email, please send hard copies to:

Accounts Payable
Home Office
HO Box 5015
SSCL
Phoenix House
Newport
NP10 8FZ
UNITED KINGDOM

To avoid delay in payment it is important that the invoice is compliant and that it includes a valid PO Number, PO Number item number (if applicable) and the details (name and telephone number) of your Authority contact (i.e. Overseeing Officer). Non-compliant invoices will be sent back to you, which may lead to a delay in payment.

Liaison

For general liaison your contact will be [REDACTED] at the Notice address above or, in their absence, contact the team at our shared inbox at; BorderForceProcurementTeam@homeoffice.gov.uk.

We thank you for your co-operation to date, and look forward to forging a successful working relationship resulting in a smooth and successful delivery of the Services. Please confirm your acceptance of this contract by signing and returning the enclosed copy of this letter to [REDACTED] at the above address **within 7** days from the date of this letter. No other form of acknowledgement will be accepted. Please remember to quote the reference number above in any future communications relating to this contract.



Yours faithfully,

| | |
|---|----------------------|
| Signed for and on behalf of the Authority ; | |
| Name: [REDACTED] | Position: [REDACTED] |
| Signature: | Date: |
| We accept the terms set out in this letter and its Annexes, including the Conditions. | |
| Signed for and on behalf of Penzance Dry Dock (2009) Ltd ; | |
| Name: [REDACTED] | Position: [REDACTED] |
| Signature: | Date: |

Annex 1

Terms and Conditions of Contract for Services

1 Interpretation

1.1 In these terms and conditions:

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| “Agreement” | means the contract between (i) the Authority acting as part of the Crown and (ii) the Supplier constituted by the Supplier’s countersignature of the Agreement and includes the Agreement and Annexes; |
| “Authority” | means the person named as Authority in the Agreement; |
| “Award Letter” | means the letter from the Authority to the Supplier printed above these terms and conditions; |
| “Border Force (BF) Senior Officer” | <div>██████████</div> <div>Senior Officer – Vessel Management Team</div> <div>Maritime Technical & Logistics Unit</div> <div>██████████</div> <div>████████████████████</div> <div>██</div> |
| “Border Force (BF) Overseeing Officer” | <div>██████████</div> <div>Higher Officer – Maritime Technical and Logistic Unit, Maritime Command</div> <div>████████████████████</div> <div>████████████████████</div> <div>██</div> |
| “Border Force Maritime Control Centre (BFMCC)” | <div>Border Force Maritime Control Centre,</div> <div>National Maritime Information Centre</div> <div>██</div> <div>████████████████████</div> |
| “Central Government Body” | <div>means a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics:</div> <div>(a) Government Department;</div> <div>(b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);</div> <div>(c) Non-Ministerial Department; or</div> <div>(d) Executive Agency;</div> |
| “Charges” | means the charges for the Services as specified in the Agreement; |
| “Confidential Information” | means all information, whether written or oral (however recorded), provided by the disclosing Party to the receiving Party and which (i) is known by the receiving Party to be confidential; (ii) is marked as or stated to be confidential; or (iii) ought reasonably to be considered by the receiving Party to be confidential; |
| “DPA” | means the Data Protection Act 1998; |



| | |
|----------------------------|--|
| “Expiry Date” | means the date for expiry of the Agreement as set out in the Agreement; |
| “FOIA” | means the Freedom of Information Act 2000; |
| “Information” | has the meaning given under section 84 of the FOIA; |
| “Party” | the Supplier or the Authority (as appropriate) and “Parties” shall mean both of them; |
| “Purchase Order Number” | means the Authority’s unique number relating to the supply of the Services; |
| “Request for Information” | has the meaning set out in the FOIA or the Environmental Information Regulations 2004 as relevant (where the meaning set out for the term “request” shall apply); |
| “Specification” | means the specification for the Services (including as to quantity, description and quality) as specified in the Agreement; |
| “Staff” | means all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any sub-contractor of the Supplier engaged in the performance of the Supplier’s obligations under the Agreement; |
| “Staff Vetting Procedures” | means vetting procedures that accord with good industry practice or, where applicable, the Authority’s procedures for the vetting of personnel as provided to the Supplier from time to time; |
| “Supplier” | means the person named as Supplier in the Agreement; |
| “Term” | means the period from the start date of the Agreement set out in the Agreement to the Expiry Date as such period may be extended in accordance with clause 4.2 or terminated in accordance with the terms and conditions of the Agreement; |
| “VAT” | means value added tax in accordance with the provisions of the Value Added Tax Act 1994; and |
| “Vessel” | HMC Searcher |
| “Working Day” | means a day (other than a Saturday or Sunday) on which banks are open for business in the City of London. |



1.2 In these terms and conditions, unless the context otherwise requires:

- 1.2.1 references to numbered clauses are references to the relevant clause in these terms and conditions;
- 1.2.2 any obligation on any Party not to do or omit to do anything shall include an obligation not to allow that thing to be done or omitted to be done;
- 1.2.3 the headings to the clauses of these terms and conditions are for information only and do not affect the interpretation of the Agreement;
- 1.2.4 any reference to an enactment includes reference to that enactment as amended or replaced from time to time and to any subordinate legislation or byelaw made under that enactment; and
- 1.2.5 the word 'including' shall be understood as meaning 'including without limitation'.

2 Basis of Agreement

- 2.1 The Agreement constitutes an offer by the Authority to purchase the Services subject to and in accordance with the terms and conditions of the Agreement.
- 2.2 The offer comprised in the Agreement shall be deemed to be accepted by the Supplier on receipt by the Authority of a copy of the Agreement countersigned by the Supplier within 7 days of the date of the Agreement.

3 Supply of Services

- 3.1 In consideration of the Authority's agreement to pay the Charges, the Supplier shall supply the Services to the Authority for the Term subject to and in accordance with the terms and conditions of the Agreement.
- 3.2 In supplying the Services, the Supplier shall:
 - 3.2.1 co-operate with the Authority in all matters relating to the Services and comply with all the Authority's instructions;
 - 3.2.2 perform the Services with all reasonable care, skill and diligence in accordance with good industry practice in the Supplier's industry, profession or trade;
 - 3.2.3 use Staff who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with the Agreement;
 - 3.2.4 ensure that the Services shall conform with all descriptions and specifications set out in the Specification;
 - 3.2.5 comply with all applicable laws; and
 - 3.2.6 provide all equipment, tools and vehicles and other items as are required to provide the Services.
- 3.3 The Authority may by written notice to the Supplier at any time request a variation to the scope of the Services. In the event that the Supplier agrees to any variation to the scope of the Services, the Charges shall be subject to fair and reasonable adjustment to be agreed in writing between the Authority and the Supplier.

4 Term

- 4.1 The Agreement shall take effect on the date specified in Agreement and shall expire on the Expiry Date unless it is otherwise extended in accordance with clause 4.2 or terminated in accordance with the terms and conditions of the Agreement.
- 4.2 The Authority may extend the Agreement for a period of up to one week by giving not less than 3



Working Days' notice in writing to the Supplier prior to the Expiry Date. The terms and conditions of the Agreement shall apply throughout any such extended period.

5 Charges, Payment and Recovery of Sums Due

- 5.1 The Charges for the Services shall be as set out in the Agreement and shall be the full and exclusive remuneration of the Supplier in respect of the supply of the Services. Unless otherwise agreed in writing by the Authority, the Charges shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the performance of the Services.
- 5.2 All amounts stated are exclusive of VAT which shall be charged as applicable and at the prevailing rate. The Authority shall, following the receipt of a valid VAT invoice, pay to the Supplier a sum equal to the VAT chargeable in respect of the Services.
- 5.3 The Supplier shall invoice the Authority as specified in the Agreement. Each invoice shall include such supporting information required by the Authority to verify the accuracy of the invoice, including the relevant Purchase Order Number and a breakdown of the Services supplied in the invoice period.
- 5.4 In consideration of the supply of the Services by the Supplier, the Authority shall pay the Supplier the invoiced amounts no later than 30 days after verifying that the invoice is valid and undisputed and includes a valid Purchase Order Number. The Authority may, without prejudice to any other rights and remedies under the Agreement, withhold or reduce payments in the event of unsatisfactory performance.
- 5.5 If the Authority fails to consider and verify an invoice in a timely fashion the invoice shall be regarded as valid and undisputed for the purpose of paragraph 5.4 after a reasonable time has passed.
- 5.6 If there is a dispute between the Parties as to the amount invoiced, the Authority shall pay the undisputed amount. The Supplier shall not suspend the supply of the Services unless the Supplier is entitled to terminate the Agreement for a failure to pay undisputed sums in accordance with clause 16.4. Any disputed amounts shall be resolved through the dispute resolution procedure detailed in clause 19.
- 5.7 If a payment of an undisputed amount is not made by the Authority by the due date, then the Authority shall pay the Supplier interest at the interest rate specified in the Late Payment of Commercial Debts (Interest) Act 1998.
- 5.8 Where the Supplier enters into a sub-contract, the Supplier shall include in that sub-contract:
 - 5.8.1 provisions having the same effects as clauses 5.3 to 5.7 of this Agreement; and
 - 5.8.2 a provision requiring the counterparty to that sub-contract to include in any sub-contract which it awards provisions having the same effect as 5.3 to 5.8 of this Agreement.
 - 5.8.3 In this clause 5.8, "sub-contract" means a contract between two or more suppliers, at any stage of remoteness from the Authority in a subcontracting chain, made wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of this Agreement.
- 5.9 If any sum of money is recoverable from or payable by the Supplier under the Agreement (including any sum which the Supplier is liable to pay to the Authority in respect of any breach of the Agreement), that sum may be deducted unilaterally by the Authority from any sum then due, or which may come due, to the Supplier under the Agreement or under any other agreement or contract with the Authority. The Supplier shall not be entitled to assert any credit, set-off or counterclaim against the Authority in order to justify withholding payment of any such amount in whole or in part.

6 Access and inspection

- 6.1 The Authority may, during normal business hours and on reasonable notice, inspect and examine the manner in which the relevant Services are supplied at or from the Supplier's premises.



- 6.2 The Supplier shall be responsible for maintaining the security of its premises in accordance with its standard security requirements and all security specified by the Authority in Annex 2.
- 6.3 The Supplier shall reimburse the Authority for any loss or damage to the vessels caused by the Supplier or any Staff.

7 Staff

- 7.1 If the Authority reasonably believes that any of the Staff are unsuitable to undertake work in respect of the Agreement, it may, by giving written notice to the Supplier:
- 7.1.1 refuse admission to the relevant person(s) to the Authority's premises;
 - 7.1.2 direct the Supplier to end the involvement in the provision of the Services of the relevant person(s); and/or
 - 7.1.3 require that the Supplier replace any person removed under this clause with another suitably qualified person and procure that any security pass issued by the Authority to the person removed is surrendered,
 - 7.1.4 and the Supplier shall comply with any such notice.
- 7.2 The Supplier shall:
- 7.2.1 ensure that all Staff are vetted in accordance with the Staff Vetting Procedures;
 - 7.2.2 if requested, provide the Authority with a list of the names and addresses (and any other relevant information) of all persons who may require admission to the Authority's premises in connection with the Agreement; and
 - 7.2.3 procure that all Staff comply with any rules, regulations and requirements reasonably specified by the Authority.

8 Assignment and sub-contracting

- 8.1 The Supplier shall not without the written consent of the Authority assign, sub-contract, novate or in any way dispose of the benefit and/ or the burden of the Agreement or any part of the Agreement. The Authority may, in the granting of such consent, provide for additional terms and conditions relating to such assignment, sub-contract, novation or disposal. The Supplier shall be responsible for the acts and omissions of its sub-contractors as though those acts, and omissions were its own.
- 8.2 Where the Authority has consented to the placing of sub-contracts, the Supplier shall, at the request of the Authority, send copies of each sub-contract, to the Authority as soon as is reasonably practicable.
- 8.3 The Authority may assign, novate, or otherwise dispose of its rights and obligations under the Agreement without the consent of the Supplier provided that such assignment, novation or disposal shall not increase the burden of the Supplier's obligations under the Agreement.

9 Intellectual Property Rights

- 9.1 All intellectual property rights in any materials provided by the Authority to the Supplier for the purposes of this Agreement shall remain the property of the Authority but the Authority hereby grants the Supplier a royalty-free, non-exclusive and non-transferable licence to use such materials as required until termination or expiry of the Agreement for the sole purpose of enabling the Supplier to perform its obligations under the Agreement.
- 9.2 All intellectual property rights in any materials created or developed by the Supplier pursuant to the Agreement or arising as a result of the provision of the Services shall vest in the Supplier. If, and to the extent, that any intellectual property rights in such materials vest in the Authority by operation of law, the Authority hereby assigns to the Supplier by way of a present assignment of future rights that shall take place immediately on the coming into existence of any such intellectual property rights all



its intellectual property rights in such materials (with full title guarantee and free from all third-party rights).

9.3 The Supplier hereby grants the Authority:

9.3.1 a perpetual, royalty-free, irrevocable, non-exclusive licence (with a right to sub-license) to use all intellectual property rights in the materials created or developed pursuant to the Agreement and any intellectual property rights arising as a result of the provision of the Services; and

9.3.2 a perpetual, royalty-free, irrevocable and non-exclusive licence (with a right to sub-license) to use:

- (a) any intellectual property rights vested in or licensed to the Supplier on the date of the Agreement; and
- (b) any intellectual property rights created during the Term, but which are neither created or developed pursuant to the Agreement nor arise as a result of the provision of the Services,

9.3.3 including any modifications to or derivative versions of any such intellectual property rights, which the Authority reasonably requires in order to exercise its rights and take the benefit of the Agreement including the Services provided.

9.4 The Supplier shall indemnify, and keep indemnified, the Authority in full against all costs, expenses, damages and losses (whether direct or indirect), including any interest, penalties, and reasonable legal and other professional fees awarded against or incurred or paid by the Authority as a result of or in connection with any claim made against the Authority for actual or alleged infringement of a third party's intellectual property arising out of, or in connection with, the supply or use of the Services, to the extent that the claim is attributable to the acts or omission of the Supplier or any Staff.

10 Governance and Records

10.1 The Supplier shall:

attend progress meetings with the Authority at the frequency and times specified by the Authority and shall ensure that its representatives are suitably qualified to attend such meetings; and submit progress reports to the Authority at the times and in the format specified by the Authority.

10.2 The Supplier shall keep and maintain until 6 years after the end of the Agreement, or as long a period as may be agreed between the Parties, full and accurate records of the Agreement including the Services supplied under it and all payments made by the Authority. The Supplier shall on request afford the Authority or the Authority's representatives such access to those records as may be reasonably requested by the Authority in connection with the Agreement.

11 Confidentiality, Transparency and Publicity

11.1 Subject to clause 11.2, each Party shall:

11.1.1 treat all Confidential Information it receives as confidential, safeguard it accordingly and not disclose it to any other person without the prior written permission of the disclosing Party; and

11.1.2 not use or exploit the disclosing Party's Confidential Information in any way except for the purposes anticipated under the Agreement.

11.2 Notwithstanding clause 11.1, a Party may disclose Confidential Information which it receives from the other Party:

11.2.1 where disclosure is required by applicable law or by a court of competent jurisdiction;



- 11.2.2 to its auditors or for the purposes of regulatory requirements;
- 11.2.3 on a confidential basis, to its professional advisers;
- 11.2.4 to the Serious Fraud Office where the Party has reasonable grounds to believe that the other Party is involved in activity that may constitute a criminal offence under the Bribery Act 2010;
- 11.2.5 where the receiving Party is the Supplier, to the Staff on a need-to-know basis to enable performance of the Supplier's obligations under the Agreement provided that the Supplier shall procure that any Staff to whom it discloses Confidential Information pursuant to this clause shall observe the Supplier's confidentiality obligations under the Agreement; and
- 11.2.6 where the receiving Party is the Authority:
- (a) on a confidential basis to the employees, agents, consultants and contractors of the Authority;
 - (b) on a confidential basis to any other Central Government Body, any successor body to a Central Government Body or any company to which the Authority transfers or proposes to transfer all or any part of its business;
 - (c) to the extent that the Authority (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions; or
 - (d) in accordance with clause 12.

and for the purposes of the foregoing, references to disclosure on a confidential basis shall mean disclosure subject to a confidentiality agreement or arrangement containing terms no less stringent than those placed on the Authority under this clause 11.

- 11.3 The Parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of the Agreement is not Confidential Information and the Supplier hereby gives its consent for the Authority to publish this Agreement in its entirety to the general public (but with any information that is exempt from disclosure in accordance with the FOIA redacted) including any changes to the Agreement agreed from time to time. The Authority may consult with the Supplier to inform its decision regarding any redactions but shall have the final decision in its absolute discretion whether any of the content of the Agreement is exempt from disclosure in accordance with the provisions of the FOIA.
- 11.4 The Supplier shall not, and shall take reasonable steps to ensure that the Staff shall not, make any press announcement or publicise the Agreement or any part of the Agreement in any way, except with the prior written consent of the Authority.

12 Freedom of Information

- 12.1 The Supplier acknowledges that the Authority is subject to the requirements of the FOIA and the Environmental Information Regulations 2004 and shall:
- 12.1.1 provide all necessary assistance and cooperation as reasonably requested by the Authority to enable the Authority to comply with its obligations under the FOIA and the Environmental Information Regulations 2004;
 - 12.1.2 transfer to the Authority all Requests for Information relating to this Agreement that it receives as soon as practicable and in any event within 2 Working Days of receipt;
 - 12.1.3 provide the Authority with a copy of all Information belonging to the Authority requested in the Request for Information which is in its possession or control in the form that the Authority requires within 5 Working Days (or such other period as the Authority may reasonably specify) of the Authority's request for such Information; and
 - 12.1.4 not respond directly to a Request for Information unless authorised in writing to do so by the Authority.



- 12.2 The Supplier acknowledges that the Authority may be required under the FOIA and the Environmental Information Regulations 2004 to disclose Information concerning the Supplier or the Services (including commercially sensitive information) without consulting or obtaining consent from the Supplier. In these circumstances the Authority shall, in accordance with any relevant guidance issued under the FOIA, take reasonable steps, where appropriate, to give the Supplier advance notice, or failing that, to draw the disclosure to the Supplier's attention after any such disclosure.
- 12.3 Notwithstanding any other provision in the Agreement, the Authority shall be responsible for determining in its absolute discretion whether any Information relating to the Supplier, or the Services is exempt from disclosure in accordance with the FOIA and/or the Environmental Information Regulations 2004.

13 Protection of Personal Data and Security of Data

- 13.1 The Supplier shall, and shall procure that all Staff shall, comply with any notification requirements under the DPA and both Parties shall duly observe all their obligations under the DPA which arise in connection with the Agreement.
- 13.2 Notwithstanding the general obligation in clause 13.1, where the Supplier is processing Personal Data for the Authority as a data processor (as defined by the DPA) the Supplier shall:
- 13.2.1 ensure that it has in place appropriate technical and organisational measures to ensure the security of the Personal Data (and to guard against unauthorised or unlawful processing of the Personal Data and against accidental loss or destruction of, or damage to, the Personal Data), as required under the Seventh Data Protection Principle in Schedule 1 to the DPA;
 - 13.2.2 provide the Authority with such information as the Authority may reasonably request to satisfy itself that the Supplier is complying with its obligations under the DPA;
 - 13.2.3 promptly notify the Authority of:
 - (a) any breach of the security requirements of the Authority as referred to in clause 13.3; and
 - (b) any request for personal data; and
 - 13.2.4 ensure that it does not knowingly or negligently do or omit to do anything which places the Authority in breach of the Authority's obligations under the DPA.
- 13.3 When handling Authority data (whether or not Personal Data), the Supplier shall ensure the security of the data is maintained in line with the security requirements of the Authority as notified to the Supplier from time to time.

14 Liability

- 14.1 The Supplier shall not be responsible for any injury, loss, damage, cost or expense suffered by the Authority if and to the extent that it is caused by the negligence or wilful misconduct of the Authority or by breach by the Authority of its obligations under the Agreement.
- 14.2 Subject always to clauses 14.3 and 14.4:
- 14.2.1 the aggregate liability of the Supplier in respect of all defaults, claims, losses or damages howsoever caused, whether arising from breach of the Agreement, the supply or failure to supply of the Services, misrepresentation (whether tortious or statutory), tort (including negligence), breach of statutory duty or otherwise shall in no event exceed a sum equal to five million pounds; and
 - 14.2.2 except in the case of claims arising under clauses 9.4 and 18.3, in no event shall the Supplier be liable to the Authority for any:
 - (a) loss of profits;



- (b) loss of business;
- (c) loss of revenue;
- (d) loss of or damage to goodwill;
- (e) loss of savings (whether anticipated or otherwise); and/or
- (f) any indirect, special or consequential loss or damage.

14.3 Nothing in the Agreement shall be construed to limit or exclude either Party's liability for:

- 14.3.1 death or personal injury caused by its negligence or that of its Staff;
- 14.3.2 fraud or fraudulent misrepresentation by it or that of its Staff; or
- 14.3.3 any other matter which, by law, may not be excluded or limited.

14.4 The Supplier's liability under the indemnity in clause 9.4 and 18.3 shall be unlimited.

15 Force Majeure

15.1 Neither Party shall have any liability under or be deemed to be in breach of the Agreement for any delays or failures in performance of the Agreement which result from circumstances beyond the reasonable control of the Party affected. Each Party shall promptly notify the other Party in writing when such circumstances cause a delay or failure in performance and when they cease to do so. If such circumstances continue for a continuous period of more than two months, either Party may terminate the Agreement by written notice to the other Party.

16 Termination

16.1 The Authority may terminate the Agreement at any time by notice in writing to the Supplier to take effect on any date falling at least 1 month (or, if the Agreement is less than 3 months in duration, at least 10 Working Days) later than the date of service of the relevant notice.

16.2 Without prejudice to any other right or remedy it might have, the Authority may terminate the Agreement by written notice to the Supplier with immediate effect if the Supplier:

- 16.2.1 (without prejudice to this clause), is in material breach of any obligation under the Agreement which is not capable of remedy;
- 16.2.2 repeatedly breaches any of the terms and conditions of the Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms and conditions of the Agreement;
- 16.2.3 is in material breach of any obligation which is capable of remedy, and that breach is not remedied within 30 days of the Supplier receiving notice specifying the breach and requiring it to be remedied;
- 16.2.4 undergoes a change of control within the meaning of section 416 of the Income and Corporation Taxes Act 1988;
- 16.2.5 breaches any of the provisions of clauses 7.2, 11, 12, 13 and 17;
- 16.2.6 becomes insolvent, or if an order is made or a resolution is passed for the winding up of the Supplier (other than voluntarily for the purpose of solvent amalgamation or reconstruction), or if an administrator or administrative receiver is appointed in respect of the whole or any part of the Supplier's assets or business, or if the Supplier makes any composition with its creditors or takes or suffers any similar or analogous action (to any of the actions detailed in this clause) in consequence of debt in any jurisdiction; or
- 16.2.7 fails to comply with legal obligations in the fields of environmental, social or labour law.

16.3 The Supplier shall notify the Authority as soon as practicable of any change of control as referred to in clause 16.2 or any potential such change of control.



- 16.4 The Supplier may terminate the Agreement by written notice to the Authority if the Authority has not paid any undisputed amounts within 90 days of them falling due.
- 16.5 Termination or expiry of the Agreement shall be without prejudice to the rights of either Party accrued prior to termination or expiry and shall not affect the continuing rights of the Parties under this clause and clauses 2, 3.2, 6.1, 6.2, 6.3, 7, 9, 10.2, 11, 12, 13, 14, 16.6, 17.4, 18.3, 19 and 20.7 or any other provision of the Agreement that either expressly or by implication has effect after termination.
- 16.6 Upon termination or expiry of the Agreement, the Supplier shall:
- 16.6.1 give all reasonable assistance to the Authority and any incoming supplier of the Services; and
 - 16.6.2 return all requested documents, information, and data to the Authority as soon as reasonably practicable.

17 Compliance

- 17.1 The Supplier shall promptly notify the Authority of any health and safety hazards which may arise in connection with the performance of its obligations under the Agreement. The Authority shall promptly notify the Supplier of any health and safety hazards which may exist or arise at the Authority's premises, and which may affect the Supplier in the performance of its obligations under the Agreement.
- 17.2 The Supplier shall:
- 17.2.1 comply with all the Authority's health and safety measures while on the Authority's premises; and
 - 17.2.2 notify the Authority immediately in the event of any incident occurring in the performance of its obligations under the Agreement on the Authority's premises where that incident causes any personal injury or damage to property which could give rise to personal injury.
- 17.3 The Supplier shall:
- 17.3.1 perform its obligations under the Agreement in accordance with all applicable equality Law and the Authority's equality and diversity policy as provided to the Supplier from time to time; and
 - 17.3.2 take all reasonable steps to secure the observance of this clause by all Staff.
- 17.4 The Supplier shall supply the Services in accordance with the Authority's environmental policy as provided to the Supplier from time to time.
- 17.5 The Supplier shall comply with, and shall ensure that its Staff shall comply with, the provisions of:
- 17.5.1 the Official Secrets Acts 1911 to 1989; and
 - 17.5.2 section 182 of the Finance Act 1989.

18 Prevention of Fraud and Corruption

- 18.1 The Supplier shall not offer, give, or agree to give anything, to any person an inducement or reward for doing, refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining or execution of the Agreement or for showing or refraining from showing favour or disfavour to any person in relation to the Agreement.
- 18.2 The Supplier shall take all reasonable steps, in accordance with good industry practice, to prevent fraud by the Staff and the Supplier (including its shareholders, members and directors) in connection with the Agreement and shall notify the Authority immediately if it has reason to suspect that any fraud has occurred or is occurring or is likely to occur.
- 18.3 If the Supplier or the Staff engages in conduct prohibited by clause 18.1 or commits fraud in relation



to the Agreement or any other contract with the Crown (including the Authority) the Authority may:

- 18.3.1 terminate the Agreement and recover from the Supplier the amount of any loss suffered by the Authority resulting from the termination, including the cost reasonably incurred by the Authority of making other arrangements for the supply of the Services and any additional expenditure incurred by the Authority throughout the remainder of the Agreement; or
- 18.3.2 recover in full from the Supplier any other loss sustained by the Authority in consequence of any breach of this clause.

19 Dispute Resolution

- 19.1 The Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with the Agreement and such efforts shall involve the escalation of the dispute to an appropriately senior representative of each Party.
- 19.2 If the dispute cannot be resolved by the Parties within one month of being escalated as referred to in clause 19.1, the dispute may by agreement between the Parties be referred to a neutral adviser or mediator (the "**Mediator**") chosen by agreement between the Parties. All negotiations connected with the dispute shall be conducted in confidence and without prejudice to the rights of the Parties in any further proceedings.
- 19.3 If the Parties fail to appoint a Mediator within one month or fail to enter into a written agreement resolving the dispute within one month of the Mediator being appointed, either Party may exercise any remedy it has under applicable law.

20 General

- 20.1 Each of the Parties represents and warrants to the other that it has full capacity and authority, and all necessary consents, licences and permissions to enter into and perform its obligations under the Agreement, and that the Agreement is executed by its duly authorised representative.
- 20.2 A person who is not a party to the Agreement shall have no right to enforce any of its provisions which, expressly or by implication, confer a benefit on him, without the prior written agreement of the Parties.
- 20.3 The Agreement cannot be varied except in writing signed by a duly authorised representative of both the Parties.
- 20.4 The Agreement contains the whole agreement between the Parties and supersedes and replaces any prior written or oral agreements, representations or understandings between them. The Parties confirm that they have not entered into the Agreement on the basis of any representation that is not expressly incorporated into the Agreement. Nothing in this clause shall exclude liability for fraud or fraudulent misrepresentation.
- 20.5 Any waiver or relaxation either partly, or wholly of any of the terms and conditions of the Agreement shall be valid only if it is communicated to the other Party in writing and expressly stated to be a waiver. A waiver of any right or remedy arising from a breach of contract shall not constitute a waiver of any right or remedy arising from any other breach of the Agreement.
- 20.6 The Agreement shall not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the Parties other than the contractual relationship expressly provided for in the Agreement. Neither Party shall have, nor represent that it has, any authority to make any commitments on the other Party's behalf.
- 20.7 Except as otherwise expressly provided by the Agreement, all remedies available to either Party for breach of the Agreement (whether under the Agreement, statute or common law) are cumulative and may be exercised concurrently or separately, and the exercise of one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.



20.8 If any provision of the Agreement is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from the Agreement and rendered ineffective as far as possible without modifying the remaining provisions of the Agreement and shall not in any way affect any other circumstances of or the validity or enforcement of the Agreement.

21 Notices

21.1 Any notice to be given under the Agreement shall be in writing and may be served by personal delivery, first class recorded or, subject to clause 21.3, e-mail to the address of the relevant Party set out in the Agreement, or such other address as that Party may from time to time notify to the other Party in accordance with this clause:

21.2 Notices served as above shall be deemed served on the Working Day of delivery provided delivery is before 5.00pm on a Working Day. Otherwise, delivery shall be deemed to occur on the next Working Day. An email shall be deemed delivered when sent unless an error message is received.

21.3 Notices under clauses 15 (Force Majeure) and 16 (Termination) may be served by email only if the original notice is then sent to the recipient by personal delivery or recorded delivery in the manner set out in clause 21.1.

22 Governing Law and Jurisdiction

22.1 The validity, construction and performance of the Agreement, and all contractual and non-contractual matters arising out of it, shall be governed by English law and shall be subject to the exclusive jurisdiction of the English courts to which the Parties submit.



Annex 2

Specification of Requirements



Border Force

**AUTHORITY: The Secretary of State for the Home
Department acting through Border Force**

STATEMENT OF REQUIREMENTS

**HMC Searcher–Planned Maintenance and Safety
Equipment Recertification**

19 September – 14 October 2022

C22478



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For more information on how HM Government classifies its information to ensure it is appropriately protected and your role in that protection, please visit:

<https://www.gov.uk/government/publications/government-security-classifications>



Definitions

| Phrase | Definition |
|---------------------------------------|---|
| Acceptance | The Authority will formally complete Acceptance of the Vessel at the Project Completion Meeting by the issue of an Acceptance certificate to the Supplier, which will be duly signed by the BFOO on behalf of the Authority, when all specified items of the requirement or authorised EW tasks have been completed satisfactorily. |
| After-Service | A single phone number of the Supplier giving access to a technical point of contact able to give user friendly assistance to Authority staff experiencing technical complications with any part or operation of the Cutters. |
| Alongside Berth | A suitable quay/berth with at least year-round 1m depth below Low Water Spring Tides (LWS) complete with safe access by gangway. |
| Authority | Border Force (BF) |
| BFOO | Border Force Overseeing Officer |
| Cardinal Date Plan (CDP) | A plan provided by the Supplier mapping out the significant dates for a project |
| Cutter | Her Majesty's Cutter (HMC) Searcher |
| Defect Rectification | Work undertaken to resolve any defect identified and listed in the work package at Annex E. |
| Emergent work (EW) | <p>Any additional work that emerges from the specified Planned Maintenance, which is notified to the Supplier in this Statement of Requirements.</p> <p>Any repairs which are required as a direct result of defects/damage found during this package of works.</p> <p>A Formal Emergent Work form issued by the Authority and found at Annex H, to be duly completed by the Supplier, is to be issued to the BFOO for every item of EW.</p> <p>The BFOO is the only Authority officer able to authorise Emergent Work.</p> |
| Lloyd's Register | Lloyd's Register's Rules and Regulations set standards for the design, construction and lifetime maintenance of ships, offshore units, and land-based installations. |
| Major Defect | Any defect or fault which reduces the performance of the Cutter, so it is unable to safely perform its duties rendering the vessel inoperable or unseaworthy. |
| MCA | Maritime and Coastguard Agency |
| Minor Defect | Any defect or fault which reduces the performance of the Cutter while allowing it to safely perform its duties and remain seaworthy. |
| Original Equipment Manufacturer (OEM) | The original manufacturer of a piece of equipment. |



| Phrase | Definition |
|----------------------------------|---|
| Project Progress Meeting (PPM) | A formal Progress Meeting to be conducted between the BFOO and the PM on every Monday and Thursday for the duration of the contract at a time to be agreed as part of contract mobilisation and following award. |
| Project Completion | <p>Formal notification by the BFOO, on behalf of the Authority, to the Supplier that the project is completed to a satisfactory standard. The Supplier will be issued a Project Completion confirmation.</p> <p>Failure, by the Supplier, to complete all specified items and authorised EW tasks may result in a delay in the issuing of the Project Completion confirmation and a delay in payment for services rendered.</p> |
| Project Conclusion Meeting (PCM) | The mandated project close-down meeting between Supplier and BFOO. |
| Project Initiation Meeting (PIM) | The mandated, initial, meeting between Supplier and BFOO. |
| Planned Maintenance | The package of works as detailed as detailed in the Specification of Requirements. |
| Project Manager (PM) | A member of the Supplier's staff who is responsible for the overall planning and execution of a project. PM to be available via phone or email the lifetime during the Working Day. |
| Progress Report | A formal report that is emailed to the BFOO, either on request or as scheduled, giving details of progress against the agreed CDP |
| Rectification Plan | A plan to rectify a specified defect, giving dates and reasons for relevant actions to effect full rectification of the defect. |
| Safe Working Load (SWL) | The maximum load a piece of equipment can safely operate under. |
| Slipway/Dry Dock | A Slipway or Dry Dock of suitable size, complete with dock blocks in accordance with a MTLU supplied docking plan and to the satisfaction of the Border Force Overseeing Officer complete with safe permanent means of access to the Vessel. |
| SOP 08 | Certification sheet of all safety equipment on board. |
| Vessel | Her Majesty's Cutter Seeker |
| Warranty | A guarantee, issued to the Authority by the Supplier, promising to repair or replace an item or rectify a service level, if necessary, and within a specified period. |
| WHO | World Health Organisation |
| Working Location | The area in which the Cutter is operational |
| Work in Way | This is additional work that occurs before the repairs/maintenance works are started. |
| Work in Wake | This is additional work that occurs after the repairs/maintenance works are completed. |



Part 1: General

1. Background

- 1.1. The Authority currently operates a fleet of eleven sea going patrol craft operating in both UK National and International waters. This consists of five Cutters and six Coastal Patrol Vessels (CPV).
- 1.2. The four Damen 4207 patrol vessels, of which HMC Searcher is one, are built in accordance with Lloyds 100A+ and hold valid MCA International Load line certification.
- 1.3. The primary roles of the Cutters are:
 - 1.3.1. To provide a mobile, flexible, seaborne force capable of maintaining an effective deterrent against illegal immigration, smuggling and other breaches of the law administered by Border Force both within and outside the territorial waters of the UK in support of the UK's national security strategy;
 - 1.3.2. To increase maritime intelligence, undertake surveillance and improve international liaison in combating illegal immigration, the smuggling of drugs and movement of instruments of terrorism by sea;
 - 1.3.3. To intercept suspect vessels in territorial and international waters; and
 - 1.3.4. To provide mutual assistance to EU countries, the Channel Isles, the Isle of Man and other partners on the UK border.
- 1.4. In addition to these primary responsibilities, Border Force also undertake tasks on behalf of the Ministry of Defence, Maritime and Coastguard Authority, National Crime Agency, Police and UK Fisheries Agencies.

Part 2: Insurance

2. Insurance

- 2.1 The Supplier is to provide written confirmation and self-certify whether you already have, or can commit to obtain, prior to the commencement of the contract, the levels of insurance cover indicated below:
 - 2.1.1 minimum Employer's (Compulsory) Liability Insurance = £10,000,000.00
 - 2.1.2 Public Liability Insurance = £1,000,000.00
 - 2.1.3 Professional Indemnity Insurance = £1,000,000.00



- 2.2 The limit of liability, as expressed in § 2.1, is to be for every accident or series of accidents arising from the same event.
- 2.3 The Suppliers insurance policy is to cover all employees of the Supplier or any entities sub-contracted by the Supplier, or by the Authority, during the life of this contract and in the undertaking of this requirement.
- 2.4 The insurance certificate is to be submitted to the Authority in .pdf format after contract award.

Part 3: Objectives, Location and Constraints

3. Objectives

- 3.1 The objective of this specification is to provide the requirements for;
 - 3.1.1 the maintenance of equipment and machinery;
 - 3.1.2 the recertification of all safety equipment;
 - 3.1.3 the rectification of specified defects; and, if applicable
 - 3.1.4 conduct modifications to the fabric of the vessel as authorised by the BFOO.

4. Location

- 4.1 Due to the operational Working Location of the Cutter this requirement is to be undertaken inside the following geographical parameters.
- 4.2 Portsmouth, westwards, to Lands' End.

5. Constraints

- 5.1 All work must be completed in accordance with this Specification of Requirements and must be compliant to all applicable industry standards or Flag State regulations and in accordance with all applicable laws.
 - 5.2 The Supplier is to ensure that all new parts and equipment fitted are to be supportable for a period of five years following installation and provide evidence to the BFOO of this at the PCM.
 - 5.3 All new equipment shall be provided with relevant operator and maintenance documentation, and any applicable certification. If applicable, these items are to be presented to the BFOO at the PCM.
 - 5.4 For the purposes of this requirement, the working day is to be no less than any eight (8) hour period between 07:00am and 18:00pm.
- 1.



- 5.5 For the purposes of this requirement, the working week is taken as meaning Monday to Friday and consists of five (5) working days.
- 2.
- 5.6 The Authority expects the duration of this requirement to be no longer than 15 Week Days.
- 5.7 The start date for this requirement shall be; 19 September 2022
- 5.8 This requirement shall be completed no later than; 14 October 2022

Part 4: Provision of Services

6. General Provision

- 6.1 The Authority will appoint a BFOO for the duration of this requirement who shall be entitled to inspect any work, or to have it inspected by their duly authorised representative, at any point during the lifetime of this contract.
- 6.2 The Authority may engage with OEM manufacturers under separate commercial arrangements. The Supplier must afford access, as required, and assist with various tasks as instructed by the BFOO under Emergent Work process to complete specific work as arranged by the Authority under a separate arrangement with OEM to this MSER contract
- 6.3 The Supplier shall submit a draft CDP (in days) covering the completion of all planned work as part of the formal quotation for this work package. Once agreed by the Authority this will form the final CDP to be followed during the lifetime of the contract. (Including dates for PIM, PCM and weekly meetings)
- 6.4 During the contract period, the BFOO and Authority appointed contractors shall, during normal working hours, be afforded access to all premises of the yard or its suppliers where any parts are being fitted, removed, manufactured, repaired, or serviced.
- 6.5 The Supplier is to ensure that all tasks are completed by suitably qualified and experienced personnel (SQEP) in relation to the equipment being worked upon. The Supplier may be asked to prove the qualifications of any employees or contractors by the BFOO at any time.

7. Project Management

- 7.1 As part of the CDP the Supplier must schedule and attend a Project Initial Meeting (PIM) with the BFOO prior to any works being undertaken on the vessel.
- 7.2 During the meeting, the BFOO and the Supplier will confirm the following.
- 7.2.1 the Emergent Work process.
- 7.2.2 berthing arrangements.



- 7.2.3 any Health and Safety arrangements pertinent to the Supplier's premises including the Suppliers Covid health protection measures.
- 7.2.4 Border Force crew accommodation arrangements.
- 7.2.5 any OEM manufacturers that are expected to work on the vessel during the Supplier's CDP period; and
- 7.2.6 The proposed date of the PCM.
- 7.3 During the course of the CDP, the Supplier is to provide a report to the BFOO within twenty-four hours of the identification of any deviation from the submitted CDP. Any cost implications are to be negotiated and agreed in accordance with the EW process following authorisation from the BFOO.
- 7.4 The Supplier must schedule and attend a weekly Project Progress Meeting (PPM) with the BFOO. This meeting is required to be minuted and will be in addition to the brief daily meetings. The PPM agenda must include;
 - 7.4.1 a briefing on project progress on a task-by-task level;
 - 7.4.2 all approved EW and costs;
 - 7.4.3 all rejected EW and costs;
 - 7.4.3 any sub-contractors' issues, both from the Supplier and the Authority; and
 - 7.4.4 any technical issues.
- 7.5 As part of the CDP the Supplier must schedule and attend a Project Conclusion Meeting (PCM) and confirm the following.
 - 7.5.1 all specified work items contained in Annex's A, B, C, D, in addition to all authorised EW tasks, have been completed to the satisfaction of the BFOO.
 - 7.5.2 any variations to the specified requirements, as agreed by the BFOO, during the Supplier's CDP period, have been agreed in accordance with § 7.3.
 - 7.5.3 all Emergent Work Individual Item Proformas have been signed and agreed by the BFOO and the Supplier in accordance with § 9.0;
 - 7.5.4 the Supplier agrees to supply the BFOO with SOP 08 as per Annex B, § 2.0; and
 - 7.5.5 the Supplier and the BFOO agree a project total cost.
 - 7.5.6 The meeting minutes are to be recorded by the Supplier and emailed to the BFOO
- 7.6 Following the PCM and to the satisfaction of the BFOO, formal notification of Completion will be given to the Supplier and a Project Completion Certificate issued in accordance with §12.0.



8. Warranty

- 8.1 The Supplier shall provide an After-Service for reporting faults and obtaining technical advice, during the hours of 08:00 and 16:30, Monday to Friday.
- 8.2 Response times for the service outlined in § 8.1 shall allow for all faults to be logged, given a reference number and Rectification Plan agreed between all parties within a maximum of two (2) working days of the fault being logged.
- 8.3 The Supplier shall provide warranty repairs in the event that any of the supplied or repaired parts develops a fault during the parts warranty period as detailed in § 8.6 and § 8.7.
- 8.4 All Work carried out by the Supplier during the period of this contract shall be covered by a one-year Warranty commencing from the date the Vessel is accepted back into the custody of the Authority.
- 8.5 All new parts supplied or fitted during the period of this contract shall be covered by a one-year warranty or such other provided warranty if it is longer than the minimum one year commencing from the date the Vessel is accepted back in to the custody of the Authority.
- 8.6 In the event that a Warranty Major Defect is notified to the Supplier that will render the Cutter non-operational. The Supplier shall provide services to ensure the Cutter is restored to full working condition within two (2) working days, calculated from the date and time on which the Authority agrees the Supplier personnel can gain access to the Cutter. In the event a Major Defect cannot be rectified within the assigned period, a Rectification Plan must be agreed with the Authority within forty-eight hours of identification of the potential failure.
- 8.7 In the event that a Warranty Minor Defect is notified to the Supplier, other than those that will render the Cutter non-operational, the Supplier shall provide services to ensure the Cutter is restored to full working condition within a maximum of ten working days, calculated from the date and time on which the Authority agrees the Supplier personnel can gain access to the Cutter. In the event a Minor Defect cannot be rectified within the assigned period, a Rectification Plan must be agreed with the Authority within forty-eight hours of identification of the potential failure.

Part 5: Emergent Work

9. Emergent Work

- 9.1 The Supplier will not be remunerated for any EW that is not approved by way of a completed and signed Emergent Work Individual Item Proforma.
- 9.2 All identified EW proposals are to be submitted to the BFOO on the attached Emergent Work Individual Item Proforma (Annex G) prior to the commencement of any work for authorisation by the BFOO.



- 9.3 The PM for the Supplier is to inform the BFOO if any of the Suppliers employees or contractors have been approached by either; the Vessel commander, the Vessel's crew or any member of the Authority's staff to undertake work not specified in this Specification of Requirements or as part of previously authorised EW task.
- 9.4 The Supplier is to confirm that they understand the Vessel Commander is unable to commission or authorise work tasks at the PIM.
- 9.5 The Supplier must ensure any costs or time delays that may impact on the overall project cost or timeline are articulated to the BFOO with the EW proposal.
- 9.6 If the work is deemed appropriate, the BFOO will authorise the Emergent Work on behalf of the Authority and provide formal acknowledgement of acceptance of the proposal including costs and completion timeframe to the Supplier.
- 9.7 Any proposals or work that have been undertaken by the Supplier, or a sub-contractor of the Supplier, and that are found to have not been authorised by the BFOO in accordance with § 9.0, upon final invoice submission, will be strictly at the expense of the Supplier and will not be remunerated by the Authority.
- 9.8 The Supplier are to record the cumulative Emergent Work costs on the attached spreadsheet (Annex H), or in a similar format, which will be cross checked and analysed at the Weekly progress meeting.
- 9.9 The supplier will email all authorised Emergent Works Individual Item proformas along with the overall Emergent Work Item Record Spreadsheet (Annex H), to the BFOO one working day prior to PCM.
- 9.10 The Supplier must, therefore, liaise with the BFOO for every item of EW that requires consideration before the Supplier commences work.

Part 6: Trials, Certification and Acceptance

10. Trials

- 10.1 On completion of all work and once the Supplier has satisfied themselves that the Cutter is seaworthy, the seaworthiness will be demonstrated to the Authority who will provide a Project Completion Certificate (provided at Annex I) and confirm the hand back of the Cutter into the Authority's custody and responsibility. Where propulsion work has been undertaken, this shall include propulsion and manoeuvring trials measured against original trials data for comparison and include OEM service engineer alongside the supplier's own mechanical and electrical service engineers
- 10.2 Any trials required shall be to prove that the executed work has been carried out satisfactorily and that the various systems can be checked and confirmed as fully and effectively re-commissioned.



Other than fuel, all costs related to the operations of test and trials will be the responsibility of the Supplier.

- 10.3 Where the Authority have engaged separate OEM(s), under § 6.2, these service engineer costs for attendance at Basin Trials will be funded by the Authority.
- 10.4 Because of the specialist nature of the Vessel, the Authority will provide a minimum of five (5) crew members familiar with the navigational, controls and engineering systems of the Cutter during the Sea trials.

11. Certification and Survey Reports

- 11.1 All certification and survey reports required for regulatory compliance, or requested by the Authority, shall be supplied in hard copy enclosed in clear plastic envelopes within a four-ring ring binder, complete with index. An electronic copy of all certificates and survey reports shall also be forwarded by e-mail to the Authority in an accessible Microsoft Office format.

12. Project Completion

- 12.1 Once approved by the BFOO, formal notification of Project Completion will be given to the Supplier by the Authority through the issuing of a Project Completion Certificate (Annex I).
- 12.2 The Project Completion Certificate will only be issued to the Supplier after:
 - 12.2.1 successful completion of all specified items as stated in this requirement.
 - 12.2.2 the Supplier has formally presented all certificates to the BFOO during the PCM in accordance with § 11; and
 - 12.2.3 upon successful completion of any applicable trials required in response to the work undertaken.
- 12.3 The issuing of a Project Completion Certificate to the Supplier by the Authority, or a duly authorised representative of the Authority, does in no way effect the warranty requirements as specified in this requirement nor the statutory rights of the Authority.

Part 7: Charges and Payment

13. Charges and Payment

- 13.1 All invoices are to be submitted in GBP.
- 13.2 All invoice correspondence is to be as per instructions on the Authority-issued PO document only.
- 13.3 The Supplier will receive one (1) Purchase Order (PO) number for this requirement. It may be amended by the Authority, from time to time.



- 13.4 Upon issue of a PO by the Authority, and following approval from the BFOO, the Supplier can submit an invoice(s) to the email address provided in accordance with the line-items on the PO document ensuring that all mandatory data is on the Invoice.
- 13.5 The Supplier is to acknowledge that all travel and subsistence costs related to warranty defect repairs shall be recharged at the Home Office reimbursable travel and subsistence rates as stipulated in Annex J. Any additional costs outside those stated in Annex K are strictly at the expense of the Supplier.
- 13.7 The Supplier is to ensure that every item of specified work has been completed in line with this Specification of Requirements or they have a formal acknowledgement from the BFOO allowing for non-completion.
- 13.8 The Supplier is to ensure that all EW tasks are approved by the BFOO, serialised appropriately and signed off and recorded in the EW spreadsheet (Annex H).
- 13.9 Failure, by the Supplier, to include EW that is compliant with the instructions set out at § 9.0, will result in the Authority being unable to accept those services for remuneration. If non-compliant tasks, either specified or emergent, are invoiced for payment, these costs will be rejected by the Authority, and they will be at the expense of the Supplier.
- 13.10 The Authority reserves the right to withhold payment from the Supplier, in part or in full, should any, specified or otherwise, condition as expressed in this Specification of requirements, not be successfully met by the Supplier and to the satisfaction of the BFOO.



14. Annex A: General Requirements of Work

Please see *C22478 - HMC Searcher - MSER - Bidding Tool – v1.00*.



15. Annex B: Inspection, Testing and Certification of Safety Equipment

Please see *C22478 - HMC Searcher- MSER - Bidding Tool – v1.00*.

Please see Annex K below for the Paint specification.



16. Annex C: Vessel Maintenance Tasks

Please see *C22478- HMC Searcher - MSER - Bidding Tool – v1.00*.

Please see Annex L below for the Lubrication specification.



17. Annex D: Modifications and Defect Rectification

Please see *C22478- HMC Searcher - MSER - Bidding Tool – v1.00*.




18. Annex E: General Arrangements



General
Arrangement.pdf




19. Annex F: Vessel Details

|  Border Force | Name | MMSI | Callsign |
|---|--|-----------|----------|
| | HMC SEARCHER | 235081000 | ZQNK9 |
| Length overall (LOA) | 42.80 m | | |
| Length waterline (LWL) | 42.80 m | | |
| Beam Overall | 6.95 m | | |
| Draught aft full load | 2.5 m | | |
| Ht Overall USK to mast | 17.8 m | | |
| Displacement | 251.1 tons | | |
| Deadweight | 69.3 tons | | |
| Gross Tonnage | 235 tons | | |
| Construction | Steel Hull Aluminium Superstructure | | |
| Main Engines | 2x Caterpillar 3156B | | |
| Gearbox | 2x Reintjes WLS | | |
| Propulsion | 2x Controllable Pitch Propellers | | |
| Speeds | 26.50 knots | | |
| Manoeuvrability | 2x Rudders | | |
| Range / Endurance | Up to 2150 nautical miles at 12 knots | | |
| Fuel | 23 cubic metres | | |
| Fuel Consumption | Variable | | |
| Fresh water | 6 cubic metres | | |
| Black Water | 2 cubic metres | | |
| Accommodation | 16 persons | | |
| Built to | Lloyd's 100A1 SCC | | |



20. Annex G: Emergent Work Individual Item Proforma

| Emergent Work (EW) Individual Item Proforma | |  Border Force |
|---|----------|---|
| EMERGENT WORK ITEM No: C22478 | | |
| Description | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| Signed, BFOO: | | Date: |
| | | |
| PART I: By Supplier | | |
| The above item is accepted as a genuine Emergent work item. | | |
| Our Firm Price is* ^Δ Our Realistic Estimate is* ^Δ | | £ |
| Signed: | | Position: |
| | | Dated: |
| TIME PENALTY (if any) The completion date of the contract* will/will not be affected by this item. | | |
| PART II: By BFOO | | |
| It is agreed that this is a genuine emergent work item and authority is given for the work to be undertaken. | | |
| The Above Firm Price/Realistic Estimate* of £ | ACCEPTED | REJECTED |
| Signed: | Date: | |
| | | |
| Notes: | | |
| 1 * Delete as required | | |
| 2 ^Δ If the costing of an EW task, upon further examination, is projected to vary by ± 10%, the quote must be re- authorised by the BFOO | | |
| 3 All interactions pertaining to Emergent Work are to be carried out strictly in accordance with Pt. 5, § 8.0. | | |



Contract

The Authority: Border Force Maritime
Contract Reference: C22478

21. Annex H: Emergent Work Item Record Spreadsheet

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22. Annex I: Project Completion Certificate

Project Completion Certificate

Border Force

PART I: to be completed by Supplier

HMC Searcher

HMC Searcher, having completed contract C22478 to the satisfaction of the Authority and having successfully completed any applicable trials and provided all documentation required under this requirement, Contract Number C22478 is this day offered as completed to the Authority.

Signed:

For and on Behalf of the Supplier:

Print Name:

Date:

PART II: to be completed by The Authority

By Vessel Commander:

I attended the Project Completion Meeting of HMC Searcher and have satisfied myself that all systems, machinery, and equipment are working satisfactorily. I have inspected the vessel and consider she is in a condition suitable for return to operational service.

Signed:

Print Name / Post:

By BFOO:

HMC Searcher having completed contract C22478 to the satisfaction of the Authority and having completed all appropriate trials and received all documentation required under the Contract is hereby accepted at..... hours.

Signed:

BFOO

Print Name:

Date:

PART III: Warranty

The issuing of a Project Completion Certificate to the Supplier by the Authority, or a duly authorised representative of the Authority, does in no way effect the warranty requirements as specified in this requirement nor the statutory rights of the Authority

Distribution

Original - Retained by the Supplier
Copies to - BFOO



23. Annex J: Reimbursable Expenses

The Supplier may claim the following Reimbursable Expenses at the rates set out below:

1. Travel

Standard rate of allowance for private cars

| | |
|----------------------|--------------|
| Initial 10,000 miles | 45p per mile |
|----------------------|--------------|

| | |
|--|--------------|
| Additional miles over the initial 10,000 | 25p per mile |
|--|--------------|

| | |
|-----------------------|----------------|
| Public transport rate | 23.8p per mile |
|-----------------------|----------------|

2. Hotel rates

| | |
|--------|----------------|
| London | £125 per night |
|--------|----------------|

| | |
|---------------------------------------|---------------|
| All other locations other than London | £90 per night |
|---------------------------------------|---------------|



24. Annex K: Paint Specification



Border Force
Vessels Tech 181121

As referred to in Annex B above



25. Annex L: Lubrication Specification



HMCC Seeker V1.40
LRS.pdf

As referred to in Annex C above. The HMCC Seeker specification also applies for all Border Force type 4207 cutters.



26. Annex M: Border Force SOP 08

SOP 08 will be made available to the Supplier post contract award.



27. Annex N: Survey reports

1. Portable Appliance Testing
2. Electrical insulation test results
3. Alternator insulation test results
4. Reintjes Gearbox
5. Intentionally Blank
6. Hatches, water test
7. Steering Gear inspection
8. Bow thruster coupling
9. Portable Fire pump service
10. Emergency Fire pump
11. Hydrophore
12. Air Conditioning
13. Electrical Starters
 - 13.1 GS pumps x 2
 - 13.2 Capstans x 2
 - 13.3 Anchor Windlass
 - 13.4 Davit
 - 13.5 AC pump
 - 13.6 Hydrophore pumps x 2
14. Davit



28. Annex O: PCM Meeting Agenda



Border Force

Agenda

| | |
|---------------------------|--|
| Title of meeting | C22478 – HMC Searcher – Project Conclusion Meeting |
| Date | [INSERT AS REQUIRED] |
| Time | [00:00] |
| Venue | [Location] |
| Attendees | (BFOO) [INSERT AS REQUIRED] (Supplier PM) [INSERT AS REQUIRED] |
| Meeting objectives | Finalise the period of works for C22478 – HMC Searcher - MSER |

| Agenda Item | Description | Lead | Complete |
|-------------------|---|----------------------------|----------|
| 1 | Welcome | BFOO | Complete |
| 2 | Project Summary | Supplier PM | |
| 3 | Outstanding Work Items | | |
| 4 | Certificates and Survey Reports a) Delivered b) Outstanding | Supplier PM Supplier PM | |
| 5 | Emergent Work a) Approved Forms b) Rejected Forms | Supplier PM BFOO | |
| 6 | Spares a) Unused, return of | Supplier PM | |
| 7 | Return of all drawings and manuals | Supplier PM | |
| 8 | Finance a) Outstanding items reimbursement amount b) Final invoice amount | Supplier PM BFOO | |
| 9 | AOB | BFOO | |
| Issue Certificate | Project Completion Certificate | BFOO | |

NB: The meeting minutes are to be recorded by the Supplier and emailed to the BFOO.



Annex 3

Charges for Services

REDACTED